

Jonathan A. Stein (JS-4597)  
Jonathan A. Stein, P.C.  
Attorney for Defendant Classic Closeouts, LLC  
132 Spruce Street  
Cedarhurst, New York 11516-1915  
(516) 295-0956

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
B2X CORPORATION,

08 CV 4552

Plaintiff,

**ANSWER**

-against-

CLASSIC CLOSEOUTS, LLC and  
DANIEL GREENBERG,

Defendants.  
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Defendant Daniel Greenberg ("Greenberg"), by his attorney Jonathan A. Stein, P.C., as and for its Answer to the Complaint herein, alleges the following, upon information and belief:

**ANSWERING THE COMMON ALLEGATIONS**

1. Denies each and every allegation set forth in paragraphs 1, 4, 6, 11, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 of the Complaint.
2. Denies knowledge and information sufficient to form a belief as to each and every allegation set forth in paragraph 2 of the Complaint.
3. Denies each and every allegation set forth in paragraphs 7, 8, 9, 10, 12, 17 and 18 of the Complaint and refers all questions concerning writings, to said writings, which speak for themselves, subject to rules of construction and admissibility, and other provisions of law.

**ANSWERING THE FIRST CLAIM FOR RELIEF**

4. Defendant makes the same admissions and denials with respect to paragraph 30 of the Complaint as previously pleaded herein.

5. Denies each and every allegation set forth in paragraph 31 of the verified complaint and refers all questions concerning writings, to said writings, which speak for themselves, subject to rules of construction and admissibility, and other provisions of law.

6. Denies each and every allegation set forth in paragraphs 32, 33 and 34 of the Complaint.

**ANSWERING THE SECOND CLAIM FOR RELIEF**

7. Defendant makes the same admissions and denials with respect to paragraph 35 of the Complaint as previously pleaded herein.

8. Denies each and every allegation set forth in paragraph 36 of the verified complaint and refers all questions concerning writings, to said writings, which speak for themselves, subject to rules of construction and admissibility, and other provisions of law.

9. Denies each and every allegation set forth in paragraphs 37 and 38 of the Complaint.

**ANSWERING THE THIRD CLAIM FOR RELIEF**

10. Defendant makes the same admissions and denials with respect to paragraph 40 of the Complaint as previously pleaded herein.

11. Denies each and every allegation set forth in paragraphs 41, 42 and 43 of the Complaint.

**ANSWERING THE FOURTH CLAIM FOR RELIEF**

12. Defendant makes the same admissions and denials with respect to paragraph 44 of the Complaint as previously pleaded herein.

13. Denies each and ever allegation set forth in paragraphs 45 and 46 of the Complaint.

**AS AND FOR A FIRST, SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

14. The “audit letter” referred to in the complaint, annexed thereto as Exhibit “4” does not contain the signature of Daniel Greenberg, and is at best a forgery.

**AS AND FOR A SECOND, SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

15. This action is barred in whole or in part by the doctrine of “unclean hands.”

**AS AND FOR A THIRD, SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

16. The conditions precedent under the contract referred to in the complaint, necessary to trigger “title passing” have not occurred, as a consequence of which no monies are due.

**AS AND FOR A FOURTH, SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

17. Plaintiff’s action is barred based upon a failure of considerations, due to the fact that plaintiff unilaterally abrogated a subscription agreement and option agreement executed in connection with the agreement sued upon.

18. Based upon the foregoing, the agreement sued upon must fail, due to failure of crucial consideration therefor.

**WHEREFORE**, Defendant Daniel Greenberg demands judgment dismissing the Complaint, together with such other and further relief as to this Court may seem just, proper and equitable.

Dated: Cedarhurst, New York  
July 29, 2008

**JONATHAN A. STEIN, P.C.**  
Attorney for Defendant Daniel Greenberg

By: 

**JONATHAN A. STEIN (JS-4597)**

132 Spruce Street  
Cedarhurst, New York 11516-1915  
(516) 295-0956

TO: LOEB & LOEB LLP  
Attorneys for Plaintiff  
345 Park Avenue  
New York, New York 10154-1895  
(212) 407-4000

*via ECF*